

**FTC 01-A04
CONSTRUCT OFFICE BUILDING #25
FEDERAL LAW ENFORCEMENT TRAINING CENTER
ARTESIA, NM**

**SECTION I
CONTRACT CLAUSES**

**DEPARTMENT OF THE TREASURY
FEDERAL LAW ENFORCEMENT TRAINING CENTER
PROCUREMENT DIVISION
BUILDING 93
GLYNCO, GEORGIA 31524**

FIXED-PRICE CONSTRUCTION
PART II - CONTRACT CLAUSES

SECTION I
CONTRACT CLAUSES

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I.1 52.252-2 Clauses Incorporated by Reference (JUN 88) [52.107(b)]

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their text available.

- 52.202-1 Definitions (OCT 95) [2.2] Alt 1 (May 01)
- 52.203-3 Gratuities (APR 84) [3.202]
- 52.203-5 Covenant Against Contingent Fees (APR 84) [3.404]
- 52.203-7 Anti-Kickback Procedures (JUL 95) [3.502-3]
- 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 97) [3.104-9(a)]
- 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (JAN 97) [3.104-9(b)]
- 52.204-4 Printed/Copied Double-Sided on Recycled Paper (AUG 00) [4.303]
- 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment (JUL 95) [9.409(b)]
- 52.215-2 Audit and Records - Negotiation (JUN 99) [15.209(b)(1)]
- 52.215-8 Order of Precedence-Uniform Contract Format (Oct 97) [15.209(h)]
- 52.219-8 Utilization of Small Business Concerns (OCT 00) [19.708(a)]
- 52.219-9 Small Business Subcontracting Plan (Oct 00) [19.708(b)] Alt I (Oct 00)
- 52.222-1 Notice to the Government of Labor Disputes (FEB 97) [22.103-5(a)]
- 52.222-3 Convict Labor (AUG 96) [22.202]
- 52.222-4 Contract Work Hours and Safety Standards Act – Overtime Compensation (SEP 00) [22.305]
- 52.222-6 Davis-Bacon Act (FEB 95) [22.407(a)]
- 52.222-7 Withholding of Funds (FEB 88) [22.407(a)]
- 52.222-8 Payrolls and Basic Records (FEB 88) [22.407(a)]
- 52.222-9 Apprentices and Trainees (FEB 88) [22.407(a)]
- 52.222-10 Compliance with Copeland Act Requirements (FEB 88) [22.407(a)]
- 52.222-11 Subcontracts (Labor Standards) (FEB 88) [22.407(a)]
- 52.222-12 Contract Termination-Debarment (FEB88) [22.407(a)]

- 52.222-13 Compliance with Davis Bacon and Related Act Regulations (FEB 88) [22.407(a)]
- 52.222-14 Disputes Concerning Labor Standards (FEB 88) [22.407(a)]
- 52.222-15 Certification of Eligibility (FEB 88) [22.407(a)]
- 52.222-21 Prohibition of Segregated Facilities (FEB 99) [22.810 (a)(1)]
- 52.222-26 Equal Opportunity (FEB 99) [22.810(e)]
- 52.222-27 Affirmative Action Compliance Requirements for Construction (FEB 99) [22.810(f)]
- 52.222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans (APR 98)
[22.1308 (a)(1)]
- 52.222-36 Affirmative Action for Workers with Disabilities (JUN 98) [22.1408 (a)]
- 52.222-37 Employment Reports on Special Disabled Veterans and Veterans of the Vietnam
Era (JAN 99) [22.1308(b)]
- 52.223-3 Hazardous Material Identification and Material Safety Data (JAN 97) [23.303] Alt 1
(JUL 95) [23.303(b)]
- 52.223-5 Pollution Prevention and Right-to-Know Information (APR 98) [23.1005]
- 52.223-6 Drug-Free Workplace (May 01) [23.505(b)]
- 52.223-12 Refrigeration Equipment and Air Conditioners (MAY 95) [23.804 (b)]
- 52.223-14 Toxic Chemical Release Reporting (OCT 00) [23.907(b)]
- 52.225-13 Restrictions on Certain Foreign Purchases (JUL 00) [25.1103(a)]
- 52.227-1 Authorization and Consent (JUL 95) [27.201-2(a)]
- 52.227-4 Patent Indemnity-Construction Contracts (APR 84) [27.203-5]
- 52.228-1 Bid Guarantee (SEP 96) [28.101-2]
- 52.228-2 Additional Bond Security (OCT 97) [28.106-4]
- 52.228-5 Insurance—Work on a Government Installation (JAN 97) [28.310]
- 52.228-11 Pledges of Assets (FEB 92) [28.230-6]
- 52.228-12 Prospective Subcontractor Requests for Bonds (OCT 95) [28.106-4(b)]
- 52.228-14 Irrevocable Letter of Credit (Dec 99) [28.204-4]
- 52.228-15 Performance and Payment Bonds – Construction (JUL 00) [28.102-3(a)]

52.229-3	Federal, State, and Local Taxes (JAN 91) [29.401.3]
52.232-5	Payment under Fixed Price Construction Contracts (MAY 97) [32.111(a)(5)]
52.232-17	Interest (JUN 96) [32.617(a)&(b)]
52.232-18	Availability of Funds (APR 84) [32.705-1(a)]
52.232-23	Assignment of Claims (JAN 86) [32.806(a)(1)]
52.232-27	Prompt Payment for Construction Contracts (May 01) [32.908(b)]
52.232-34	Payment by Electronic Funds Transfer-Other Than Central Contractor Registration (MAY 99) [32.1110 (a)(2)(i)]
52.233-1	Disputes (DEC 98) [33.215]
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52.236-13	Accident Prevention (NOV 91) Alt I (Nov 91) [36.513]
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52.236-17	Layout of Work (APR 84) [36.517]
52.236-21	Specifications and Drawings for Construction (FEB 97) [36.521] Alt II (APR 84) [36.521 (b)]

- 52.236-26 Preconstruction Conference (FEB 95) [36.522]
- 52.242-13 Bankruptcy (JUL 95) [42.903]
- 52.242-14 Suspension of Work (APR 84) [42.1305(a)]
- 52.243-4 Changes (AUG 87) [43.205(d)]
- 52.244-2 Subcontracts (AUG 98) [44.204(a)(1)]
- 52.245-1 Property Records (APR 84) [45.106(a)]
- 52.245-2 Government Property (Fixed-Price Contracts) (DEC 89) [45.106(b)(1)]
- 52.246-21 Warranty of Construction (MAR 94) Alt 1 (APR 84) [46.710(e)(1)]
- 52.248-3 Value Engineering – Construction (FEB 00) [48.201]
- 52.249-2 Termination for Convenience of the Government (Fixed Price) (Sep 96) Alt 1 (SEP 96) [49.502(b)(1)]
- 52.249-10 Default (Fixed Price Construction) (APR 84) [49.504(c)(1)]
- 52.251-1 Government Supply Sources (APR 84) [51.107]
- 52.253-1 Computer Generated Forms (JAN 91) [53.111]

1.2 Not Used

1.3 1052.203-12 Limitation on Payments to Influence Certain Federal Transactions (DEVIATION) (Jan 90) [DTAR 1003.870(b)]

(a) Definitions.

“Agency”, as used in this clause, means executive agency as defined in 2.101.

“Covered Federal action”, as used in this clause, means any of the following Federal actions:

- (a) The awarding of any Federal contract.
- (b) The making of any Federal grant.
- (c) The making of any Federal loan.
- (d) The entering into of any cooperative agreement.
- (e) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

“Indian tribe” and “tribal organization”, as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan natives.

“Influencing or attempting to influence,” as used in this clause, means making, with the intent to influence, any communication to or an appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

“Local government,” as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental

duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

“Officer or employee of an agency,” as used in this clause, includes the following individuals who are employed by an agency:

(a) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.

(b) A member of the uniformed services, as defined in subsection 101(3), title 37, United States Code.

(c) A special Government employee, as defined in section 202, title 18, United States Code.

(d) An individual who is a member of a Federal Advisory Committee Act, title 5, United States Code, appendix 2.

“Person,” as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

“Reasonable compensation,” as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for such work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

“Reasonable payment,” as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

“Recipient,” as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

“Regularly employed,” as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

“State,” as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal action: The awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(I)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action-

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of any unsolicited proposal prior to its official submission; and capability presentations by persons seeking awards from an agency pursuant to the provision of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(I)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of-

A payment of reasonable compensation made to an officer

of employee of a person requesting or receiving a covered Federal action or any extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(1) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or any extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. The following examples are not intended to be all inclusive, to limit the application of the professional or technical exemption provided in the law, or to limit the exemption to licensed professionals. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communication with a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communication with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officer or employees of a person.

(iii) Selling activities by independent sales representatives.

The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(A) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(B) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes-

(I) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(2) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

(3) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided by 31 USC 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any cost which would otherwise be unallowable or unreasonable. Conversely, costs made specifically

unallowable by the requirements in this clause will not be made allowable under any other provision.

(End of clause)

I.4 52.225-9 Buy American Act--Balance of Payments Program--Construction Materials
(Feb 2000) 25.1102(a)

(a) Definitions. As used in this clause--

"Component" means any article, material, or supply incorporated directly into construction materials.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

"Domestic construction material" means--

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

"Foreign construction material" means a construction material other than a domestic construction material.

"United States" means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

(b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a -

10d) and the Balance of Payments Program by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows: None

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that--

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent. For determination of unreasonable cost under the Balance of Payments Program, the Contracting Officer will use a factor of 50 percent;

(ii) The application of the restriction of the Buy American Act or Balance of Payments Program to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act or Balance of Payments Program. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act or Balance of Payments Program applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act or Balance of Payments Program applies, use of foreign construction material is noncompliant with the Buy American Act or Balance of Payments Program.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers.

(End of Clause)

I.5 5 2.236-1 Performance of Work by the Contractor (APR 84) [36.501(b)]

The Contractor shall perform on the site, and with its own organization, work equivalent to at least **20 percent** of the total amount of work to be performed under the contract. This percentage may be reduced by supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

I.6 52.236-4 Physical Data (APR 84) [36.504]

Data and information furnished or referred below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specification are the result of site investigations by N/A.

(b) Weather conditions: **See provision at H.21, Time Extension For Unusually Severe Weather.**

(c) Geotechnical Report: **See Attachment J-31**

(d) N/A

(End of clause)

I.7 1052.239-508a Accessibility of Electronic and Information Technology

Each Electronic and Information Technology (EIT) product or service furnished under this contract shall comply with the Electronic and Information Technology Accessibility Standards (36 CFR 1194), as specified in the contract, as a minimum. If the Contracting Officer determines any furnished product or service is not in compliance with the contract, the Contracting Officer will promptly inform the Contractor in writing. The Contractor shall, without charge to the Government, repair or replace the non-compliant products or services within the period of time to be specified by the Government in writing. If such repair or replacement is not completed within the time specified, the Government shall have the following recourses:

Cancellation of the contract, delivery or task order, purchase or line item without termination liabilities; or

In the case of custom Electronic and Information Technology (EIT) being developed for the Government, the Government shall have the right to have any necessary changes made or repairs performed by itself or by another firm and the contractor shall reimburse the Government for any expenses incurred thereby.

For every EIT product or service accepted under this contract by the Government that does not comply with 36 CFR 1194, the contractor shall, at the discretion of the Government, make every effort to replace or upgrade it with a compliant equivalent product or service, if commercially available and cost neutral, on either the planned refresh cycle of the product or service, or on the contract renewal date, whichever shall occur first.]

(End of Clause)

I.8 52.244-6 Subcontractors for Commercial Items and Commercial Components (OCT 98) [44.403]

(a) Definitions.

"Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);
and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause).

I.9 52.252-6 Authorized Deviations in Clauses (APR 84) [52.107(f)]

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.

(b) The use in this solicitation or contract of any authorized Treasury deviation to FAR (48 Chapter 1352, title 31) clauses is indicated by the addition of “(DEVIATION)” after the name of the regulation.

(End of clause)

I.10 Federal Law Enforcement Training Center Subcontracting Goals

The subcontracting goals for the Federal Law Enforcement Training are listed below.

Small Business	45%
Small Disadvantaged Business	25%
Woman-Owned Business	21%
HUBZone	.5%

END OF SECTION I